

**MODERATELY PRICED DWELLING UNITS
PAYMENT IN LIEU AGREEMENT**
ADMINISTERED BY
FREDERICK COUNTY, MARYLAND
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
5340 Spectrum Drive, Suite A
Frederick, Maryland 21703

THIS AGREEMENT dated the _____ day of _____, 20____, by and between _____ (“Applicant”) and the BOARD OF COUNTY COMMISSIONERS OF FREDERICK COUNTY, MARYLAND (“County”).

RECITALS

The Applicant has received Planning Commission approval to construct 25 or more dwelling units on _____ acres (more or less) of property owned or controlled by Applicant, in the development known as _____ (hereinafter “the Development”), located in Frederick County, Maryland, subject to the provisions of Chapter 6A of the Frederick County Code, as amended from time to time and regulations promulgated thereunder;

Ordinance No. 11-20-586 amended the provisions of Chapter 6A of the Frederick County Code to provide for a payment in lieu option (§1-6A-5.1) to satisfy the requirement to provide moderately priced dwelling units (MPDUs) as part of certain residential developments; and

This Agreement is intended to document the understanding of the parties with respect to the payment in lieu obligations of the Applicant consistent with the provisions of Chapter 6A of the Frederick County Code.

NOW, THEREFORE, in consideration of the mutual promises and benefits provided for herein, the parties hereto agree as follows:

1. Applicant has received Planning Commission approval to construct a total of _____ dwelling units in the Development, which, at the time of such approvals required the construction of _____ MPDUs.

2. Subsequent to the aforementioned Planning Commission approval, the County adopted Ordinance No. 11-20-586, and in accordance with §1-6A-5.1, Applicant has requested that the County enter into this Agreement as necessary to facilitate a per-dwelling-unit payment in lieu of constructing MPDUs in the Development.

3. In accordance with §1-6A-5.1, the Applicant shall pay to the County a Per Dwelling Unit Payment in Lieu of constructing MPDUs in the Development.

4. The Total Payment in Lieu for all dwelling units approved in the Development shall be _____ (\$ _____), which is the product of _____ MPDU's approved in the Development multiplied by \$17,500.

5. The Per Dwelling Unit Payment in Lieu is _____ (\$ _____), which is the Total Payment in Lieu divided by the total number of dwelling units approved for the Development. The Per Dwelling Unit Fee shall be paid at submission of each building permit application for the dwelling units in the Development.

6. No failure on the part of the County to exercise, and no delay in exercising, any right or remedy permitted by law or pursuant to this Agreement will operate as a waiver thereof. The County may suspend or revoke any or all building or occupancy permits issued to Applicant for the Development and/or to suspend or deny the issuance of all subsequent permit requests by Applicant for this Development, and/or invoke any other of the enforcement measures authorized by Chapter 6A of the Frederick County Code and Regulations adopted pursuant thereto, for failure to comply with the terms of this Agreement or any requirement of Chapter 6A of the Frederick County Code.

7. A waiver by the County of a specific failure to comply with the terms of this Agreement, must be in writing signed by the County, and shall not be deemed a waiver of any other subsequent failure to comply of similar or different nature.

8. Any notices or documents sent pursuant to this Agreement must be in writing and delivered to:

Frederick County

Director
Department of Housing and Community Development
5340 Spectrum Drive, Suite A
Frederick, MD 21703

Applicant

9. This Agreement is binding upon the agents, successors, heirs and assigns of the Applicant and shall inure to the benefit of and be enforceable by the County, its successors and assigns.

10. Applicant agrees to abide by and comply with all applicable laws and regulations regarding the subject matter of this Agreement, whether or not such laws or regulations are herein specifically enumerated or referred to, and Applicant agrees to sign such documents as may be required to effectuate the intent and purpose of this Agreement.

IN WITNESS WHEREOF, Applicant has caused these presents to be executed by

(Name)_____ its (Title)_____

and its corporate seal to be affixed.

WITNESS

APPLICANT

_____ By _____
Name & Title (Seal)

STATE OF MARYLAND, CITY/COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 20____, before me, the
Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared
_____, who acknowledged her/himself to be the _____
of _____, a Maryland _____, and that s/he, as such
officer, being authorized so to do, executed the foregoing Agreement for the purposes therein contained,
by signing the name of said corporation.

IN WITNESS WHEREOF, I set my hand and Notarial Seal.

Notary Public

My Commission Expires _____

WITNESS

BOARD OF COUNTY COMMISSIONERS OF
FREDERICK COUNTY, MARYLAND

_____ By _____
Jennifer Short, Director
Department of Housing and Community
Development

REVIEWED BY _____
Office of the County Attorney

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 20____, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared Jennifer Short, Director, Housing and Community Development, Frederick County, Maryland, and did certify that as such officer, she did execute this instrument for the purposes stated herein, and did certify, under penalties of perjury, that she is authorized to execute this instrument on behalf of the Board of County Commissioners of Frederick County, Maryland.

IN WITNESS WHEREOF, I set my hand and Notarial Seal.

Notary Public

My Commission Expires _____

After recording return to:

**Frederick County Dept. of Housing
5340 Spectrum Drive, Suite A
Frederick, MD 21703**

CONSENT OF LENDER

_[If not applicable, write N/A or No lien.]_____ (Lender), holder of the indebtedness secured by the deed of trust [or mortgage] against the property herein described, recorded in Liber _____ at folio _____, hereby consents to the terms and conditions of the foregoing Payment in Lieu Agreement, and does hereby further agree that the terms contained herein shall survive any sale under its deed of trust [mortgage], as evidenced by the signature of the undersigned trustee [or officer of corporation] under the above-described deed of trust.

By [Lender's name], Trustee

STATE OF MARYLAND, CITY/COUNTY of _____, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, Trustee, who acknowledged her/himself to be the Trustee, and that s/he, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his/her name.

IN WITNESS WHEREOF, I set my hand and Notarial Seal.

Notary Public

My Commission Expires_____